

**SWIMMING POOL MAINTENANCE SERVICES
FEDERAL LAW ENFORCEMENT TRAINING CENTER**

**SECTION C
PERFORMANCE WORK STATEMENT**

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524**

SECTION C
CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

Paragraph No.	Paragraph Title	Page No.
C.1	GENERAL.....	C-1
C.2	WORK CONTROL SCHEDULE.....	C-3
C.3	SWIMMING POOL SERVICES	C-4
C.4	CONTRACTOR PROJECT MANAGER	C-5
C.5	CONTRACTOR EMPLOYEES	C-6
C.6	EMPLOYEE ROSTER	C-7
C.7	CONTRACTOR DUTIES/REPORTS	C-8
C.8	INITIAL CONTRACT INSPECTION.....	C-8
C.9	CONTRACT COMPLETION INSPECTION.....	C-8

C.1 GENERAL

The purpose of this section is to provide general information, facility descriptions, mission statements, and definitions related to this specification and the Federal Law Enforcement Training Center (FLETC) facility at Glynco (Brunswick), Georgia.

C.1.1 Scope of Work

The Contractor shall furnish all personnel, equipment, materials, tools, and supplies required to manage, operate, and maintain four (4) current swimming pools situated on the FLETC Glynco Center. These services include, but are not limited to:

- a. Maintain chemical balance.
- b. Clean swimming pools.
- c. Remove Contractor generated trash.
- d. Monitor automated chemical feeders, chlorinators and saline generators.
- e. Check filtration system pressure, backwash if necessary.

C.1.2 Facility Location, Description and Mission

a. Location

The Federal Law Enforcement Training Center (FLETC) is located approximately five minutes north of Brunswick, Georgia in Glynn County. The city is located off U.S. Interstate 95 and U.S. Highway 17. Savannah, Georgia is approximately 70 miles to the North and Jacksonville, Florida is approximately 85 miles to the South. The nearest airports are the Glynco Jetport (approximately two miles to the North), the Savannah Airport, and the Jacksonville International Airport.

b. Description

The FLETC encompasses approximately 1500 plus acres of Government real property, including firing ranges and approximately 206 buildings. The Center has two controlled gates to limit access. Gate 1 is used for general access by staff members, contractor employees and visitors. Gate 2 is used for commercial traffic. The Contractor may experience a delay in entering the Center due to vehicle inspections, registrations, failure to present proper identification, nonuse of seat belts, etc. No price adjustments will be made for any delays resulting from gate controls.

c. Mission

The FLETC is host to approximately 85 participating agencies/bureaus and responsible for providing certain core instructional programs as well as a variety of support services. The Center has on-campus housing for approximately 2100 students covered by this contract.

C.1.3 Referenced Publications, FLETC Directives

a. The Contractor shall comply with all referenced requirements in publications listed in (Section J, Attachment 2) as they apply to the services covered by this specification. These documents will be provided as requested upon award.

C.1.4 Projected Workload

The workload volume for the upcoming year is subject to variances due to the fluctuation of student loads.

C.1.5 Listing of Swimming Pools

- a. Outdoor pool Building 43
- b. Indoor pool Building 252
- c. Outdoor pool Building 185/186, and 187 (two pools)

Note: See Section J, Attachment 3 for pool dimensions and water capacity.

C.1.6 Government Furnished Facilities

a. The Government will provide storage space, without cost, for Contractor contract management. Any additional facilities required by the Contractor shall be provided by the Contractor. Land, facilities and utilities provided by the Government shall be used only for performance of work related to this contract. The Contractor shall not construct any new building facilities or structures on Government property nor make any structural changes or alterations on the provided buildings without the express written approval of the Contracting Officer. Structural repairs required during the term of the contract shall be reported to the Contracting Officer's Technical Representative (COTR) for appropriate action. The Contractor shall reimburse the Government for repairs not attributable to normal wear and tear.

b. The Government will not be responsible for damage or loss to the Contractor's stored supplies, materials, equipment, or personal belongings.

c. The Contractor shall maintain all Government provided spaces in a neat and orderly condition so that they are clean, safe, free of fire hazards, and meet all applicable Environmental Protection Act (EPA) standards. These areas are subject to Government inspection at all times. The Contractor shall correct unsanitary or hazardous conditions immediately.

C.1.7 Contractor Furnished Property, Equipment, and Supplies

a. The Contractor shall be responsible for providing all startup and ongoing equipment, materials, and supplies as necessary to fully operate and maintain swimming pools and to fulfill the requirements of the contract. All replacements shall be new and subject to the Contracting Officer's approval.

b. All items are subject to inspection for compliance with all existing safety and health standards. At all times equipment shall be in a safe and suitable operating condition as designed by the equipment manufacturer. The Contractor shall ensure that all maintenance equipment, tools and cleaning equipment not in use are stored in designated storage areas in such a manner to ensure the safety of both Government and Contractor personnel.

C.1.8 Type of Contract

This solicitation/contract is written to performance specifications that describe the services to be performed as an end result and provides to the contract both a standard for acceptable performance and quantities, limits, or areas that the service covers. The Contractor shall be responsible for achieving the stated results.

C.1.9 Reference COTR(s)

The COTR(s) for this contract will be appointed in writing at time of award. During the term of this contract any changes of the COTR(s) will be in writing to the Contractor.

C.1.10 Service Plan

The Service Plan is a detailed description of the Contractor's intended plan for accomplishing work and is used to ensure that the Contractor has developed sufficiently responsive and cost effective procedures to deliver adequate service(s).

C.2 WORK CONTROL/SCHEDULE

a. The Contractor shall schedule all work in accordance with these specifications. The Contractor shall control and perform all work so as not to cause interference with work being performed by other contractors. The Contractor must define a chain of command to ensure that supervisory channels are clear to all Contractor personnel during the absence of the Project Manager.

1. Normal working hours of the FLETC are Mondays through Fridays 8:00 a.m. to 4:00 p.m.

2. Saturdays, Sundays, and Holidays on an as-needed basis.

b. The Contractor shall start work fourteen (14) calendar days after date of contract award. The Contractor shall accomplish all work during the hours in which the service is to be performed.

c. Work outside regular hours will be done at the Contractor's expense unless additional hours have been requested and approved in advance by the Contracting Officer.

d. If unexpected training situations or expanded training situations arise (such as week-end classes), the Contracting Officer or designated representative will contact the Contractor for a proposal for the additional time necessary to provide the required services.

C.3 SWIMMING POOL SERVICES

C.3.1 General

a. The Contractor shall provide swimming pool services that include all labor, transportation, materials, consumables, equipment, tools, and supervision necessary to perform specified swimming pool services at the FLETC, Brunswick, Georgia.

b. Safety

1) General. The Contractor shall conduct the operation in strict conformance with the National Swimming Pool Institute.

2) The Contractor shall conduct the operation in strict conformance with all Federal, State, and local requirements and with all applicable provisions of the Americans with Disabilities Act, ADA Compliance Act.

3) The Contractor shall maintain insurance coverage as detailed in Section H, Special Contract Requirements.

4) All electrical equipment shall be third-wire grounded or double insulated which is approved and properly rated by the Underwriters Laboratory, Inc.; permanently attached to the machine; and equipped with proper fittings to operate from corridor outlets. Electrical machines shall not exceed the rated capacity of the circuits from which they are operated.

5) Hazardous materials will be stored in original containers that are in good condition, safe to handle (no leaking containers) and properly labeled. Material Safety Data Sheets (MSDS) will be maintained for each product and made available to Contractor employees. Prior to the use of any product/chemical, the MSDS sheet shall be submitted to the COTR(s) and the Environmental Programs Branch (EPB) for approval. A complete inventory of all chemicals stored or in use will be maintained up-to-date and submitted to the COTR(s) and Environmental Programs Branch. Re-submission of inventory list will be necessary when changes in products occur. Materials and supplies that have not been approved by Environmental Programs Branch shall not be used or permitted to be stored in any building or areas covered by this contract.

6) The Safety Plan is a description of how the Contractor intends to implement safety procedures. The Contractor shall conduct the operation in strict conformance with all Federal, State, and local requirements and with all applicable provisions of 29 CFR of the Occupational Safety and Health Act, and with all applicable provisions of the Americans with Disabilities Act, ADA Compliance Act.

7) The Contractor shall maintain an Incident Injury Log, Summary of Work Related Injuries and Illnesses and submit an Injury and Illness Incident report for all work related injuries, OSHA Forms 300 – 301.

C.3.2 Swimming Pool Requirements

a. The Contractor shall submit a Service Plan referenced in C.1.11 to include swimming pool services, basic and preventive maintenance, and waste disposal with the required frequencies. The Contractor shall submit the Service Plan to the Contracting Officer at the time of contract proposal submission for review and approval by the Contracting Officer. The Service Plan shall include the following areas for pools referenced in C.1.6:

1) Swimming Pool Services to include vacuuming, brushing, backwashing, maintaining chemical balance, and cleaning deck area to include furniture.

2) Basic and Preventive Maintenance to include checking and maintaining seals, lubrication of seals and bearings, conducting pressure tests of filters and pumps, inspect operation of chlorinator, etc. The Contractor shall not be responsible for replacement of swimming pool pumps and filters.

3) Waste Disposal to include pool backwash and cleaning supplies.

b. The Contractor shall maintain the swimming pool(s) in accordance with rules of the Department of Human Resources, Public Health Chapter 290-5-57-03 Provisions and Swimming Pool Regulations Glynn County Board of Health Section 5-5.03.

c. All swimming pools covered by this contract shall be maintained under the supervision and direction of a properly trained and certified operator who shall be responsible for the sanitation, safety, and proper maintenance of the pool and all records.

C.4 CONTRACTOR PROJECT MANAGER

a. The Contractor shall employ a competent and responsible Project Manager who possesses the necessary qualifications to supervise the work required under this contract effectively. The Contractor shall submit the appropriate certification(s) to the Contracting Officer at the time of proposal submission. The Project Manager shall have previously had a minimum of three (3) years of consecutive employment in a position with comparable responsibilities within the past five (5) years. The qualifications of the Project Manager shall be subject to the approval of the Contracting Officer. The Project Manager shall have the authority to speak for and act for the Contractor in all matters related to providing services under this contract.

NOTE: Either the Project Manager or a contractor representative shall be on site at the FLETC during all times when work is being performed. During normal duty hours, the Project Manager or representative shall be available within one (1) hour's notice to meet on the Center with Government personnel designated by the Contracting Officer to discuss contractual issues. After normal duty hours, the Project Manager or representative shall be available on-Center within two (2) hours.

b. Prior to contract start date, but no later than the Pre-performance Conference, the Contractor shall provide the Contracting Officer, in writing, the name(s) of the designated Project Manager who shall act for the Contractor. The Contractor shall also submit a resume for the proposed individual. Any desired changes to this information shall be provided to the Contracting Officer in writing prior to making such changes.

c. The Project Manager and representative(s) shall be able to read, write, speak, and understand English.

C.5 CONTRACTOR EMPLOYEES

a. All employees assigned by the Contractor to the performance of work under this contract shall be capable and experienced in the type of work they are assigned under this contract. All Contractor employees shall be able to read, write, speak and understand English, be physically able to perform their assigned work and shall be free of communicable disease(s). Any employee who is affected with a communicable disease or is a carrier of such disease shall be removed by the Contractor from employment until such time as the employee is deemed to no longer be contagious.

b. Each Contractor employee shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence or who presents other evidence from the Department of Homeland Security that employment will not affect his/her immigration status.

c. No employees or representatives of the Contractor or any Subcontractor will be admitted to the work site unless all security clearance requirements have been properly satisfied. All Contractor and Subcontractor employees performing work at the FLETC will be required to provide: all information necessary to enable the Center to perform a background check through the National Crime Information Center (NCIC).

d. In addition, before employing personnel under this contract, the Contractor shall obtain a local police record statement for each contract employee's personnel file. As a condition of continued employment, upon request of the Contracting Officer, any Contractor employee(s) may be required to complete a personal history statement, with a photograph, and shall be fingerprinted at Contractor expense.

NOTE: The Contractor shall ensure that their Application for Employment forms have a clause signed by the employee acknowledging awareness of the conduct of background checks and authorizing such checks through local police, Georgia Crime Information Computer, and the National Crime Information Computer (NCIC).

e. The Contractor shall not employ and shall not allow any work to be performed under this contract by anyone who is under the influence of alcohol, drugs, or any other incapacitating agent(s). Contractor personnel shall be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.

f. The Contractor shall not employ any person who is an employee of the United States Government without prior consent of the Contracting Officer. The Contracting Officer will determine if the employment of that person would create a conflict of interest.

g. Contractor employees shall conduct themselves in a courteous and businesslike manner at all times. The Contractor shall ensure that no Contractor personnel accept gratuities of any kind.

h. Contractor employees shall practice acceptable personal hygiene at all times, shall present a neat appearance and wear appropriate clothing. Contractor personnel shall wear uniforms that are clean, neat and free of tears, holes, permanent stains, frayed edges, and body odor. Uniforms shall be identical and clearly distinguished from Agency uniforms and are subject to the approval of the Contracting Officer and the COTR(s). All uniforms shall be changed daily and worn no longer than one (1) work shift before being laundered or cleaned. All uniforms shall have both the Contractor's name and the employee's name affixed and shall be displayed on the uniform at all times.

NOTE: The Contractor shall ensure that each employee is in uniform and the FLETC ID badge is visible during all working hours on-Center.

i. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with his employees as may be necessary. The Contractor shall advise the COTR(s) of any civil or internal disciplinary action(s) taken.

j. No Government employee may directly or indirectly supervise or direct a Contractor employee.

k. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interest of the Government.

l. The Contractor is solely responsible for recruiting, furnishing, and paying subcontractors, employees and staff members who are professionally acceptable to the Contracting Officer.

m. The Contractor shall ensure efficient continuation of all operations by providing adequate, trained relief personnel to substitute for regular absent employee(s).

C.6 EMPLOYEE ROSTER

a. Fifteen (15) calendar days before the start of the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide to the Contracting Officer, a written roster of all qualified available employees, including relief personnel, who have committed themselves to participate as service providers. "Qualified" is defined here to mean having experience in work which can reasonably be expected to enable the person to perform satisfactorily under this contract.

b. The roster shall include each employee's full name, address, telephone number, date of birth, and position or duty assigned. This roster will be updated and submitted to the Contracting Officer annually after the initial submission in paragraph a above or as changes to employees occur.

c. During contract performance, the Contractor shall promptly update any changes in the roster by written submission to the Contracting Officer within forty-eight (48) -hours of the change. If no changes are made throughout the current performance period, then a revised roster shall be submitted at the beginning of the next performance period (October 1 of each succeeding option year). The Contractor shall submit a resume for each person on the roster.

d. The Contractor shall also provide an employer report (including number of full and part time employees, number of minority employees, and number of female employees) to the Contracting Officer no more than ten (10) calendar days after start of initial contract performance period, and each January 2 and July 1 thereafter unless otherwise directed by the Contracting Officer.

C.7 CONTRACTOR DUTIES/REPORTS

The Contractor shall ensure that all schedules and reports required by this specification are completed and submitted as required. The Contractor shall submit a sample swimming pool ledger and report of maintenance performed to the Contracting Officer for approval. The Contractor shall complete the following records and reports and shall maintain custody of and make them available for inspection by the Government at any time.

a. Swimming pool ledger shall be a daily log to show, but not limited to, chemical balance, addition of chemicals, and work performed.

b. Swimming pool report of maintenance shall document all maintenance performed and date performed.

C.8 INITIAL CONTRACT INSPECTION

On a mutually agreeable date no less than five (5) calendar days before the effective date of the contract, the Contractor and the Contracting Officer/COTR shall make a complete and systematic inspection of all buildings; mechanical, electrical, and utility systems; and equipment covered by this contract.

C.9 CONTRACT COMPLETION INSPECTION

On a mutually agreeable date no less than sixty (60) days prior to the contract completion date, the out-going Contractor, the Contracting Officer, and COTR together shall make a complete and systematic inspection of all buildings; mechanical, electrical, and utility systems, and equipment covered by this contract. Based upon this inspection, the Contractor shall have thirty (30) days from the receipt of this list to correct all items that fall within the scope of this contract. Deductions may be taken from the Contractor on payments for all outstanding deficiencies that exist after the 30-day period. In addition, deductions may be taken from the final contract payment for any additional deficiencies that develop after the preliminary sixty (60) -day closeout inspection and which remain uncorrected at the conclusion of the contract period.

END OF SECTION C